

CONSULTANT SERVICE CONTRACT

This Contract (the "Contract") is made this ____ day of _____, 20____, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 ("CITY"), and HOUSEAL LAVIGNE ASSOCIATES, LLC, a limited liability company under the laws of the State of Illinois, 188 W. Randolph St., Suite 200, Chicago, IL 60601 ("CONSULTANT"); (collectively the "PARTIES").

WHEREAS, CITY requires certain on-call, as requested, professional services in conjunction with CITY planning, land use, zoning, and city code (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference (the "services").
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1 requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate for such additional services prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate that formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties or services.

E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance amounts specified herein have been verified by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this Contract is in effect.

1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, subject to the requirements in this Paragraph E and including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include

coverage for all owned, hired and
non-owned vehicles

Umbrella or Excess Liability \$1,000,000

2. Except as provided below, CONSULTANT's Workers' Compensation insurance must provide coverage for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance, or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If at any time while this Contract is in effect CONSULTANT ceases to be exempt from the requirement to maintain Workers' Compensation coverage, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance documenting such coverage.
3. CONSULTANT's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) (for purposes of clarity, CITY shall not be an additional insured on CONSULTANT's professional liability policy if such insurance is required in this Contract) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.
4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's professional services required under the Contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per claim; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is

greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$75,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the services/work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: \$1,000,000 – per occurrence; \$1,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto and incorporated herein by reference as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY in the event of claims.
8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached in Exhibit 2. Any program of self-insurance shall be subject to CITY's approval, which shall not be unreasonably withheld, conditioned or delayed.

11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
13. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
14. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
15. CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Community Development Director, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1 in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1.
- D. Mikayla Schmidt, CITY's City Planner/Interim Community Development Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services performed by CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. **Suspension for Nonpayment.** Except for a good faith dispute, if CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's Community Development Director and expenses within Thirty (30) days after the date of CONSULTANT's invoice, CONSULTANT may, after giving Seven (7) days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability to CITY, suspend services and withhold Project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services rendered to the date of suspension along with applicable expenses and charges related to the services rendered by CONSULTANT to CITY to the date of suspension.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, July 31, 2027, or as otherwise provided in this Contract, whichever occurs first.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing, including payment for services performed or furnished to the date and time of termination to the satisfaction of the CITY's City Planner/Interim Community Development Director, computed in accordance with Section III of this Contract. Termination shall not act to discharge any liability incurred by either PARTY during the term of this Contract. Such liability shall continue until discharged by law, this Contract, adjudication, or another subsequent agreement between the PARTIES discharging, settling, waiving, and/or releasing such liability.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1 pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of this Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Services / Work.** If any services/work performed by CONSULTANT are abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services/work performed to the satisfaction of the CITY's Community Development Director prior to CONSULTANT's receipt of written notice from CITY of such

abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services in Exhibit 1 completed by CONSULTANT to the satisfaction of the CITY's Community Development Director as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officials, directors, employees, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's subcontractors, agents, employees, members, vendors, or delegates with respect to this Contract, the Project, or the services. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT's indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld, conditioned, or delayed. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, CONSULTANT will at all times during the term of this Contract keep in force policies of insurances required in Section I of this Contract. Nothing in this Contract shall be construed to waive any immunities, defenses, or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees, members, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause

of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services by CONSULTANT provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that; (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it. Each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

Mikayla Schmidt, City Planner/Interim Community Development Director
City of Northfield
801 Washington Street
Northfield, MN 55057
Phone: 507-645-3059
Email: mikayla.schmidt@northfieldmn.gov

CONSULTANT:

John Houseal, Partner and Co-Founder
Houseal Lavigne Associates, LLC
188 W. Randolph St., Suite 200
Chicago, IL 60601
Phone: 312-372-1008
Email: jhouseal@hlplanning.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data

and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data, which is specifically identified as a Project deliverable by this Contract, or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.

- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT under this Contract, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/work required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.
- G. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- I. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- J. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- K. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- L. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- M. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- N. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- O. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- P. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

- Q. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during their tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- R. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under services/work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the services/work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business, and (b) CITY understands that the Materials have been prepared for a specific project and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- S. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to data privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those services, work, and functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is otherwise available from CITY, except as required by the terms of this Contract.
- U. **Cybersecurity Incident Reporting.** CONSULTANT acknowledges that CONSULTANT by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting CITY.
- V. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.

- W. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- X. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract by CONSULTANT, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- Y. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in CITY property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within Thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Z. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- AA. **Entire Contract.** These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, liability, representations

and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

- DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

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SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC

By: _____

John Houseal, Its Manager

Date: 12.23.25

CITY OF NORTHFIELD

By: _____

Erica Zweifel, Its Mayor

Date: _____

By: _____

Lynette Peterson, Its City Clerk

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services/work:

Step 1: Project Initiation

To "kick off" the update process on the right foot, meetings will be conducted with City Staff, the Zoning Technical Advisory Committee, and the Zoning Policy Advisory Committee before undertaking other community outreach activities. This approach allows Houseal Lavigne and the various City-designated individuals to discuss roles, responsibilities, scope, and issues and opportunities with existing regulations, to ensure the project gets off to a good start.

1a. City Staff Coordination Call

Houseal Lavigne will host a web meeting/conference call with the City's Community Development Department, and other key City staff, to confirm dates and times for the official staff kick-off, department head meetings, and first ZTAC and ZPAC meetings. On this call, we will also discuss data needs and clarify any outstanding matters. To ensure consistent communication and coordination, the Project Manager will conduct regular and "as-needed" conference calls and/or web meetings with City Staff throughout the Zoning Code Update and Redesign process.

1b. Community Communications – Branding, Messaging, and Collateral (task costs ~\$4,000)

This task will run through the course of the project and play a significant role in garnering support for the Zoning Code Update and Redesign process and piquing public interest in the Zoning Code. Houseal Lavigne's graphic design and communications experts will use their expertise in community-based marketing to create an "identity" for the project as well as related outreach collateral, presentations, and documents.

1c. Zoning Technical Advisory Committee (ZTAC) and Zoning Policy Advisory Committee (ZPAC) Formation

Houseal Lavigne recommends establishing a Zoning Technical Advisory Committee (ZTAC) to provide industry expertise and technical feedback at key points and a Zoning Policy Advisory Committee (ZPAC) to provide policy direction throughout the Zoning Code Update and Redesign process. The ZTAC should include community and business leaders such as neighborhood association presidents; the president of the Chamber of Commerce; and engineers, architects, and developers with experience in Northfield. The ZPAC should include elected and appointed City representatives including City Council members, Planning Commission members, and representatives of other Northfield boards, commissions, and committees.

1d. Staff Kick-off Meeting and Orientation "Tour" of the City

A kick-off meeting will be held with the Community Development Department and other key City staff. This first face-to-face meeting will allow us to: 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the existing conditions and context of the various areas of Northfield. We intend to function as a unified and integrated team alongside City staff and officials.

1e. Department Representatives Meeting

Immediately following the staff kick-off meeting, Houseal Lavigne will host a meeting with representatives from all the different City Departments. Since many City departments are responsible for the administration and/or enforcement of various portions of zoning, it is essential to receive feedback from these users on what is working and what needs to be updated.

1f. ZTAC Meeting #1 (in-person)

Houseal Lavigne will facilitate a meeting with the ZTAC to introduce Houseal Lavigne and the project and solicit their concerns and aspirations for the Zoning Code Update and Redesign. As the technical advisory committee for the project, it is important that the ZTAC have a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

1g. ZPAC Meeting #1 (in-person)

Houseal Lavigne will facilitate a meeting with the ZPAC to introduce Houseal Lavigne and the project and solicit their concerns and aspirations for the Zoning Code Update and Redesign. As the policy advisory committee for the project, it is important that the ZPAC have a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

Step 2: Community Engagement

The Zoning Code Update and Redesign requires a unique community engagement approach. Outreach for the Zoning Code Update and Redesign will consider the impact of code changes on property owners, development rights, and investment in current development in the

community. Zoning Code Update and Redesign engagement will also bring community members to the table who can shed light on local market realities, the level of tolerance for increased regulation, first-hand experience with development review and entitlement, and gauge public response to the introduction of new standards and regulations, in order to accomplish the long-term goals of the Northfield community as established in the 2045 Comprehensive Plan.

2a. Project Hub Site

At the onset of the project, Houseal Lavigne will develop a project website using ArcGIS Hub. This online platform will seamlessly connect all ArcGIS technologies proposed to be utilized throughout the project as well as host a description of the project process, a timeline, information clarifying the relationship between the City's 2045 Comprehensive Plan and zoning, as well as educational resources. Throughout the project, information about meetings, draft documents, and other project related materials will be posted on the project hub site to keep the community informed and engaged.

2b. Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for Northfield's residents and business owners to offer community-wide opinions on the City's current Zoning Code. The online community questionnaire will be easily accessible on the project hub site. Once closed, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

2c. Focus Group Discussion (up to 5)

Focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to five focus groups will be conducted to obtain additional information regarding issues with the existing Zoning Code. Houseal Lavigne will work with Northfield staff to identify those to involve. We recommend a broad sampling of participants who have experience going through a zoning or subdivision approval process in the community. Focus groups should include 3-10 individuals with a similar background such as selected property owners, developers, architects, real estate agents, and business owners. The focus groups will be scheduled by City staff and conducted in-person during scheduled visits related to other outreach events or via telephone/teleconference as needed.

2d. Communications Campaign #1

Communications campaigns are integrated throughout the scope of work and are timed with outreach efforts and major project milestones. This ensures that the community understands the project and is continually engaged and informed throughout the project process. The first campaign will focus on public education and introducing the project, its goals, and process to the community. It will work to build support for the initiative and counter perceptions and misinformation identified in the early stages of the project and include a call-to-action to provide feedback at the upcoming open house and via the online questionnaire. Materials will include social media and website posts, flyers, intercept signs at key locations with a QR code to the project website, and a press release. Communications will be pushed to community leaders and others identified by City staff to help engage hard-to-reach populations.

2e. Project Kick-Off Open House

The purpose of the Project Kick-Off Open House is to move from the general vision and ideas of the City's 2045 Comprehensive Plan, and into the primary objectives of the Zoning Code Update and Redesign. The goal of the open house will be to educate members of the public about the Zoning Code and purpose of the Zoning Code Update and Redesign as well as to form a consensus among participants concerning the primary objectives of the Zoning Code Update and Redesign as described in the RFP and by City staff. After the event, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

Step 3: Analysis and Preliminary Recommendations

This step will include the preparation of a Preliminary Recommendations Report that will be informed by a detailed assessment of the City's current Northfield Zoning Code and provide Houseal Lavigne's recommendations for the Zoning Code Update and Redesign. It will be based on issues and opportunities identified in outreach, alignment with 2045 Comprehensive Plan, information provided by the City and partner agencies, and the experience and expertise of Houseal Lavigne.

3a. Assessment of Current Northfield Zoning Code and Recent Development Proposals

The review and assessment of the current Northfield Zoning Code will entail a detailed chapter-by-chapter, section-by-section review of the City's current Northfield Zoning Code. The assessment will highlight areas where the existing regulations, standards, procedures, processes, and other requirements are problematic, when measured against national best practices and effectively accommodating property investment while safeguarding and ensuring community character and sense of place. During this task, the City will provide a summary of recent history of development proposals and applications for zoning relief, identifying "pain points" in bringing forward development.

3b. Lot Standards Applicability Analysis

Houseal Lavigne will conduct a lot standards applicability analysis using ArcGIS Pro to evaluate existing development conditions against the lot area and width standards of the City's residential zoning districts. The analysis will include both a nonconformities analysis and a subdivision opportunities analysis. The nonconformities analysis compares the existing minimum lot area and width requirements of a district with existing development within that district and tests alternate standards. The analysis provides insight on whether regulations reflect existing development patterns or if they should be adjusted to ease the burden on landowners as they seek to reinvest in their property and on staff and elected/appointed officials as they consider variance requests. The subdivision opportunity analysis tests the alternate standards to determine whether they would create new subdivision opportunities that do not exist with the current standards.

3c. Land Use Plan and Zoning Map Alignment

If Northfield is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a land use plan and zoning map alignment analysis can be conducted. The analysis compares and scores the level of alignment between the land use plan category descriptions and zoning district purpose and intent statements, uses identified as desirable in the land use plan category and uses allowed by-right or conditionally in the zoning district, as well as the envisioned development pattern of the land use plan category and the existing development pattern of the zoning district. The resulting map helps to identify key rezoning opportunities as well as how existing districts can be updated to better align with land use plan categories.

3d. 2045 Comprehensive Plan and Zoning Code Text Alignment

Regardless of whether Northfield is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a comparative analysis between the vision, goals, and implementation actions of a 2045 Comprehensive Plan and the text of Zoning Code will be conducted. This level of analysis is essential to identifying regulatory barriers to realization of the community's vision for its future.

3e. Best Practices and Comparative Community Research

Houseal Lavigne will conduct best practices and comparative community research on up to three key topics to inform the City about approaches other communities have taken to address similar issues.

3f. Preliminary Recommendations Report

Finally, the findings of tasks **3a-3e** will be packaged into a Preliminary Recommendations Report. The report will describe the issues with current regulations based on feedback received during Steps 1 and 2, alignment with 2045 Comprehensive Plan, and our expertise and analysis. The report will also include an overall recommended organization of the updated Zoning Code as well as identify strategies for how to proceed, what to prioritize, and case studies and best practice approaches to be considered to resolve identified issues.

3g. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the report available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

3h. Communications Campaign #2

To keep the community engaged and informed throughout the Zoning Code Update and Redesign process, the Preliminary Recommendations Report will be posted on the project website and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the report for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

3i. ZPAC Meeting #2 (in-person)

Houseal Lavigne will present the Preliminary Recommendations Report to the ZPAC. The intent will be to review and discuss recommendations, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with the necessary direction to begin the development of draft Zoning Code sections. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 4: District and Use Standards

This step will entail the preparation of the first third of the Zoning Code including base and overlay district specific standards and use standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and ZPAC review.

4a. District Standards

This task will include revisions to district purpose and intent statements to align with the City's 2045 Comprehensive Plan. This task will include standards and regulations for bulk and dimensional standards will also be revised during this step based on the results of the conformity analysis conducted as a part of Step 3. Zoning map amendments will also be made during this step if recommended in the Preliminary Recommendations Report.

4b. Use Standards

This task will include drafting a consolidated use table with modernized uses aligned to updated districts. Supplemental use regulations that incorporate design principles and use limitations (such as hours of operation) relevant to specific uses will also be developed at this stage.

4c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City Staff before making the drafts available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

4d. Communications Campaign #3

To keep the community engaged and informed throughout the Zoning Code Update and Redesign process, the draft District and Use Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

4e. ZPAC Meeting #3 (in-person)

Houseal Lavigne will present the draft district and use standards to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 5: Development, Building, and Design Standards

This step will entail the preparation of the heart of the Zoning Code including general development standards, building, and design standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, ZTAC and ZPAC review.

5a. General Development Standards

This task will include objective, understandable standards, and regulations for development throughout the City including screening, landscape and buffering standards, parking and loading standards, outdoor lighting standards, and fence/wall standards.

5b. Building and Objective Design Standards

This task will include the development of building and development design standards for residential and nonresidential building types to clarify the application of standards, delineate differences between building types, and ensure objectivity to promote fair certainty.

5c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the ZTAC and ZPAC. Appropriate revisions will be made based on City staff feedback.

5d. Communications Campaign #4

To keep the community engaged and informed throughout the Zoning Code Update and Redesign process, the draft Development, Building, and Design Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

5e. ZTAC Meeting #2 (virtual)

Houseal Lavigne will host a web meeting to present the draft Development, Building, and Design Standards to the ZTAC. The intent will be to review and discuss the technical merits of major proposed changes. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction.

5f. ZPAC Meeting #4 (in-person)

Houseal Lavigne will present the draft Development, Building, and Design Standards to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 6: Sign Standards and Decision-Making Procedures

This step will entail the preparation of the latter third of the updated Zoning Code including sign standards and decision-making procedures. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, ZTAC, and ZPAC review.

6a. Sign Standards

This task will include an evaluation of the City's existing sign standards for consistency and incorporation into the revised design of the updated Zoning Code. This task will not include comprehensive revisions to existing sign standards.

6b. Decision-Making Procedures

This task will establish efficient and flexible decision-making procedures that increase transparency between City staff, elected and appointed officials, applicants, and the public. This task will update the City's nonconformities standards.

6c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the ZTAC and ZPAC. Appropriate revisions will be made based on City staff feedback.

6d. Communications Campaign #5

To keep the community engaged and informed throughout the Zoning Code Update and Redesign process, the draft Sign Standards and Decision-Making Procedures will be posted on the project hub site, and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified as by City staff to help engage hard-to-reach populations.

6e. ZTAC Meeting #3 (virtual)

Houseal Lavigne will host a web meeting/conference call to present the draft Sign Standards and Decision-Making Procedures to the ZTAC. The intent will be to review and discuss the technical merits of major proposed changes. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction.

6f. ZPAC Meeting #5 (in-person)

Houseal Lavigne will present the draft Sign Standards and Decision-Making Procedures to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 7: Draft and Final Zoning Code

Based on the previous steps in the update process, the full draft and final Zoning Code will be prepared and presented for local consideration and adoption.

7a. Draft Zoning Code Document

Houseal Lavigne will prepare the draft Zoning Code document based on direction received from the ZTAC and ZPAC. A consolidated chapter of definitions as well as diagrams and flowcharts will be embedded in the document at this stage.

7b. Final Legal Review and City Staff Review Calls (up to 5)

The draft Zoning Code will be brought for final legal review to the City Attorney. Although the City Attorney may be involved throughout the process of developing the updated Zoning Code, final legal review is necessary before the full draft document is made public. Houseal Lavigne will facilitate review calls with City staff to discuss the comments of the City Attorney and other City staff before making the document available for public review and meeting with the ZTAC and ZPAC. Appropriate revisions will be made based on City Attorney and other City staff feedback.

7c. Major Changes Overview StoryMap (task costs ~\$8,000)

To summarize the proposed changes to the Zoning Code clearly and concisely, a Major Changes Overview StoryMap will be developed. The StoryMap will include answers to frequently asked questions, provide an overview of the Zoning Code Update and Redesign process, highlight and provide the reasoning behind major proposed changes, and include parcel specific information and an opportunity to provide feedback. The StoryMap will be embedded on the project hub site and can be emailed to key community members engaged throughout the process.

7d: ZTAC Meeting #4 (virtual)

Houseal Lavigne will host a web meeting/conference call to present the full draft Code to the ZTAC. The intent will be to review and discuss the technical merits of additional changes made to proposed Code sections based on the feedback previously received from the ZPAC. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction.

7e. ZPAC Meeting #6 (in-person)

A final meeting will be conducted with the ZPAC to review and reach agreement on the full draft Zoning Code document before proceeding with the public review and adoption process. Appropriate revisions to the draft Zoning Code will be made based on feedback received and the final draft Zoning Code will be prepared for public consideration.

7f. Final Draft Zoning Code

Houseal Lavigne will prepare the draft Zoning Code document based on the final direction received from the ZPAC.

7g. Informational Brochure

To summarize the major proposed changes to the Zoning Code clearly and concisely, an Informational Brochure will be developed. The brochure will include answers to frequently asked questions, provide an overview of the Zoning Code Update and Redesign process, highlight and provide the reasoning behind major proposed changes, and include information about where to learn more and provide feedback. The brochure can be made available on the project hub site, at City Hall and other community facilities, and can be mailed to property owners and tenants, especially if any zoning map amendments are proposed.

7h. Communications Campaign #6

This final communications campaign will share the Informational Brochure and include a call-to-action to provide feedback at upcoming open houses. Language for press releases and social media posts will highlight the importance of the process for the future of Northfield. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

7i. Pre-Adoption Open House

Members of Houseal Lavigne, along with City staff, will be present an in-person open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the final draft Zoning Code document. Houseal Lavigne will be available throughout the community open houses to present materials, answer questions, and get feedback before initiating the approval process. Feedback from the open houses will be shared with the Planning Commission and City Council during adoption meetings to inform their decision making.

7j. Planning Commission Public Hearing (in-person)

Houseal Lavigne will present the final Zoning Code at the Planning Commission public hearing.

7k. City Council Adoption (in-person)

Houseal Lavigne will present the final Zoning Code to City Council for consideration and adoption.

7l. Final Zoning Code Document

Following the adoption of the Zoning Code, Houseal Lavigne will share the final document in fully editable documents including Word and PDF and supporting jpeg and png files.

Project Timeline:

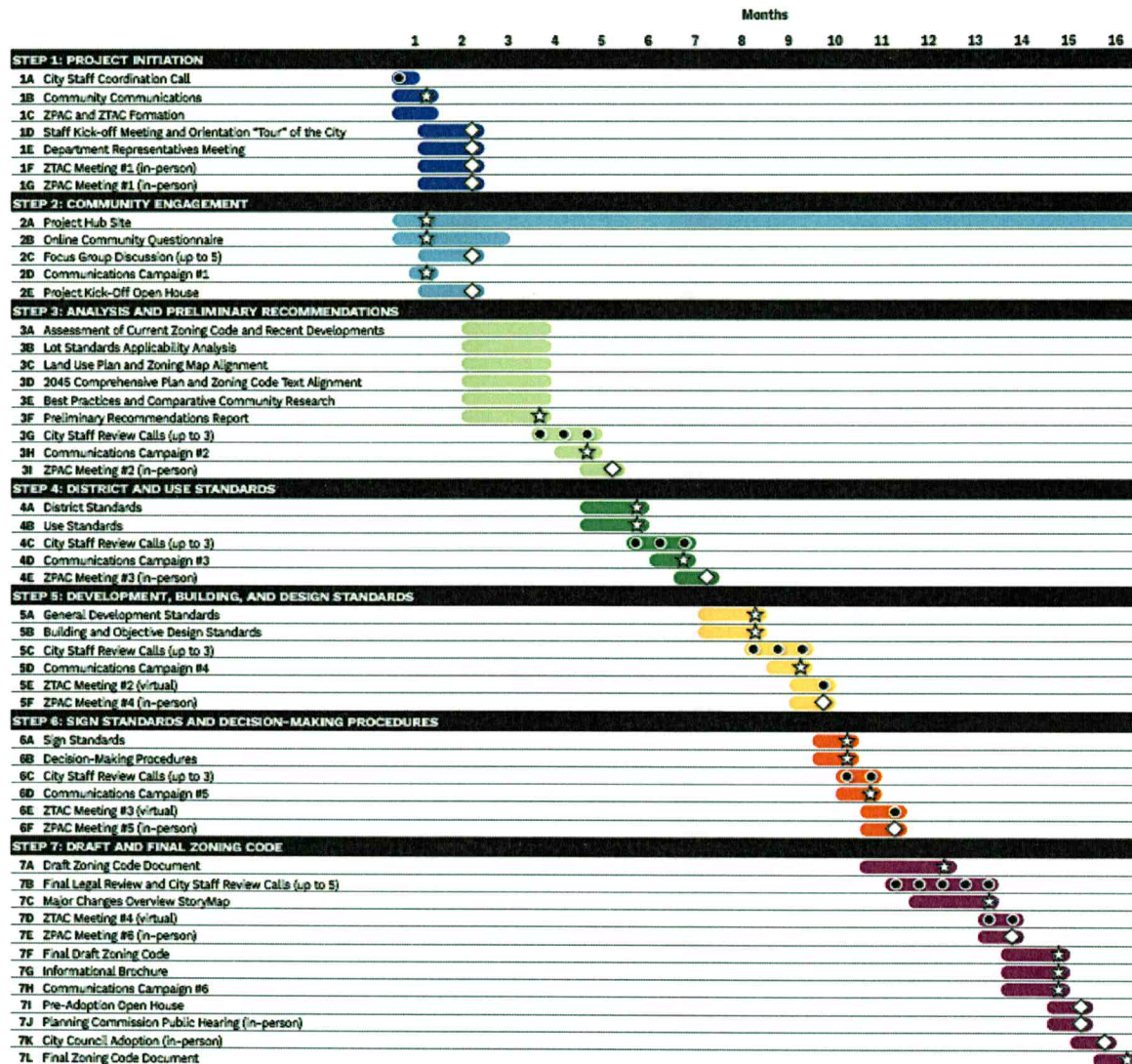


EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Benefits Resource Group, Inc 1491 Cumberland Pkwy Algonquin, IL 60102		CONTACT NAME: Cari McKeever PHONE (A/C, No, Ext): (224)333-0550 FAX (A/C, No): (224)241-3345 E-MAIL ADDRESS: service@insurancebrg.com		
INSURED HOUSEAL LAVIGNE ASSOCIATES, LLC 188 W. RANDOLPH STREET SUITE 200 CHICAGO, IL 60601		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : USLI - U.S. Liability Insur Co		25895
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 00000059-0**REVISION NUMBER:** 47

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			SP1565186 H	01/20/2025	01/20/2026	Per Claim \$5,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION****INSURED COPY**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CMM)

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the payment schedule below based on the below schedule of fees for the time spent in performance of services/work under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$178,940.00 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by CITY's Community Development Director before they are incurred by CITY.

CITY will make periodic payment to CONSULTANT upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of CITY's Community Development Director as determined by CITY.

CITY shall be entitled to withhold Five percent (5%) of the maximum price until such time as CONSULTANT has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of CITY's Community Development Director.

In no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of CITY's Community Development Director.

CITY will make periodic payment to CONSULTANT based upon the Project Timeline in Exhibit 1 and in approximate general conformance with the following estimated per step costs and corresponding hourly rate schedule of fees for services/work completed by CONSULTANT to the satisfaction of the CITY's Community Development Director, as determined by CITY:

Step 1: Project Initiation	\$13,820
Step 2: Community Engagement	\$15,540
Step 3: Analysis and Preliminary Recommendations	\$37,175
Step 4: District and Use Standards	\$18,130
Step 5: Development, Building, and Design Standards	\$21,080
Step 6: Sign Standards and Decision-Making Procedures	\$16,730
Step 7: Draft and Final Zoning Ordinance	\$56,465

Schedule of Fees:

Houseal Lavigne Hourly Rates

Position	Rates
Partner	\$305
Principal	\$295
Practice Lead	\$245
Senior Project Manager/Analyst	\$200

Project Manager	\$190
Planner II/Analyst II	\$140-\$160
Planner I/Analyst I	\$120-\$130
Clerical/Technical	\$90

In addition to hourly rates for professional services as referenced above, invoices will include directly-related job expenses including, but not limited to, travel, per diem, copies, mail, etc.